

Executed in 10 counterparts of

which this is counterpart No. 1

AGREEMENT FOR SEWAGE WORKS MAINTENANCE

THIS AGREEMENT made and executed this 26th day of January, 1962, between the City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as "the City" and the Municipality of Metropolitan Seattle, a municipal corporation of the State of Washington, hereinafter referred to as "Metro,"

W I T N E S S E T H:

WHEREAS, the City and Metro have heretofore executed an Agreement for Sewage Disposal dated January 26, 1961 and a Supplemental Agreement dated April 17, 1961; and

WHEREAS, the aforementioned agreements provide for the use by Metro of certain facilities now owned and operated by the City which are described in Exhibit "A" to the Agreement of January 26, 1961; and

WHEREAS, such agreements contemplate that the use of such facilities by Metro will commence on or before July 1, 1962, the actual date being described in said agreements and referred to herein as the "takeover date"; and

WHEREAS, the City and Metro desire to provide during the period of this agreement for the performance by City personnel of maintenance and operation of certain of such facilities and any other facilities located outside the City which Metro has now or may hereafter acquire the right to use and which are required to be maintained by the City under other existing City contracts; and

WHEREAS, it is the intention of the parties that the particular Agreements of January 26, 1961 and April 17, 1961 shall remain in full force and effect except only insofar as they may be specifically modified during the limited period of this agreement in accordance with its provisions;

NOW, THEREFORE, it is hereby agreed as follows:

1. For the term of this agreement and at the expense of Metro the City shall maintain and operate all sewers and sewage pumping stations described in Exhibit "A" of the Agreement of January 26, 1961, except the pumping station located near the intersection of West Spokane Street and 63rd Avenue S. W., designated in said Exhibit "A" as PS SPS 5, and shall maintain and operate any other facilities located outside the City which Metro now has or may hereafter acquire the right to use and which are required to be maintained by the City under a presently existing City contract. Maintenance shall be understood to include inspection, cleaning and repair and may include photographic or closed-circuit television inspection techniques in addition to visual procedures. The City shall exercise reasonable care, diligence and judgment in performing the work, and shall in particular undertake preventive maintenance precautions, wherever practicable.

2. Except in emergencies, when the City shall take immediate appropriate action, repairs costing more than \$1,500.00, or any additions and betterments, shall be undertaken only after approval by Metro. In emergencies, notice of action taken shall be given to Metro as soon as practicable considering the seriousness of the emergency.

3. Statements of amounts due for work performed pursuant to this agreement shall be presented to Metro at intervals considered by the City to be appropriate but not more frequently than monthly nor less frequently than annually. Costs to be paid by Metro shall include actual direct wages and salaries paid by the City for labor performed on such work plus an overhead charge equal to 37% thereof, actual cost of materials used plus a materials handling charge equal to 10% thereof, and rental for equipment used at the same rental rates charged to the City Sewer

Utility by the City of Seattle. Such percentage charges to be added to costs of labor and materials may be revised from time to time to conform to percentage charges currently established by the City for general use in all interdepartmental transactions.

4. Metro shall hold the City harmless and defend all suits for personal injury or property damage arising out of the operation and maintenance of said sewers or sewage pumping station facilities which are not caused by neglect or failure of the City to perform this Agreement.

5. The term of this agreement shall be two years from and after the "takeover date" unless with the mutual written agreement of the parties hereto the term shall be extended or unless in the sole judgment of Metro the City shall fail or neglect to operate said sewer facilities in an efficient manner and maintain same in good working order and condition, in which event Metro may terminate this agreement upon 30 days written notice to the City.

6. Whenever in this agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
Seattle, Washington

City of Seattle
Seattle, Washington

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of operating costs may be made by regular mail.

7. No waiver by either party of any term or condition of this agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this agreement.

8. In addition to the remedies provided by law, this agreement shall be specifically enforceable by either party.

9. This agreement shall be executed in ten counterparts, any one of which shall be regarded for all purposes as one original.


IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CITY OF SEATTLE

By


Gordon S. Clinton

ATTEST:


C. G. Erlandson
City Comptroller and City Clerk

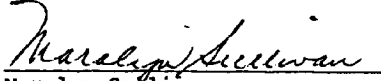
Execution Authorized
Ordinance No. 90725.

MUNICIPALITY OF METROPOLITAN SEATTLE

By


C. Carey Donworth
Chairman of the Council

ATTEST:


Maralyn Sullivan
Clerk of the Council

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

On this 14th day of January, 1962
before me personally appeared GORDON S. CLINTON and C. G.
ERLANDSON, to me known to be the Mayor and City Comptroller and
City Clerk, respectively, of the City of Seattle, a municipal
corporation, and acknowledged the within and foregoing instrument
to be the free and voluntary act and deed of said corporation,
for the uses and purposes therein mentioned, and on oath stated
that they were authorized to execute said instrument and that the
seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal the day and year first above written.

John B. Freeman
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

On this 26th day of January, 1962
before me personally appeared C. CAREY DOWNORTH and Maralyn
Sullivan, to me known to be the Chairman of the Council and Clerk
of the Council, respectively, of the Municipality of Metropolitan
Seattle, a municipal corporation, and acknowledged the within and
foregoing instrument to be the free and voluntary act and deed of
said corporation, for the uses and purposes therein mentioned,
and on oath stated that they were authorized to execute said
instrument and that the seal affixed is the corporate seal of
said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal the day and year first above written.

Madelin M. Glasgow
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

Executed in _____ counterparts of
which this is counterpart No. 9

SUPPLEMENTAL AGREEMENT

The CITY OF SEATTLE and the MUNICIPALITY OF METROPOLITAN SEATTLE entered into an Agreement For Sewage Disposal dated January 26, 1961 and now desire to amend paragraph 6 of Section 5 of such agreement to more clearly express the intention of the parties.

IT IS THEREFORE MUTUALLY AGREED that paragraph 6 of Section 5 of the Agreement For Sewage Disposal dated January 26, 1961 is hereby amended to read as follows:

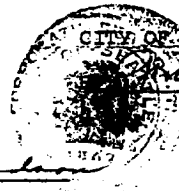
6. The City irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the Sewerage Utility created by Ordinance No. 84390. The City further binds itself to establish, maintain and collect City sewerage charges which will at all times be sufficient to pay all costs of maintenance and operation of the City Sewerage Utility, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the City which shall constitute a charge upon such gross revenues. It is recognized by Metro and the City that the sewage disposal charge paid by the City to Metro shall constitute an expense of maintenance and operation of the City Sewerage Utility. The City shall provide in the issuance of future sewer revenue bonds of the City that expenses of maintenance and operation of the City Sewerage Utility shall be paid before payment of principal and interest of such bonds. The City shall have the right to fix its own schedule of sewerage rates and charges, provided that same shall produce revenue sufficient to meet the covenants contained in this agreement.

IT IS FURTHER AGREED that all other provisions of said agreement of January 26, 1961 shall remain unchanged and the Agreement dated January 26, 1961, as amended herein shall constitute the entire agreement between the parties.

DATED as of this 17 day of April ~~March~~, 1961.

ATTEST:

C. G. Erlandson
C. G. Erlandson
City Comptroller and City Clerk



Gordon S. Clinton
Gordon S. Clinton
Mayor

MUNICIPALITY OF METROPOLITAN SEATTLE

By C. Carey Donworth
C. Carey Donworth
Chairman of the Council

ATTEST:

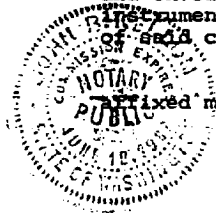
Maralyn Sullivan
Maralyn Sullivan
Clerk of the Council

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this 17 day of April, 1961
before me personally appeared GORDON S. CLINTON and C. G.
ERLANDSON, to me known to be the Mayor and City Comptroller
and City Clerk, respectively, of the City of Seattle, a
municipal corporation, and acknowledged the within and fore-
going instrument to be the free and voluntary act and deed of
said corporation, for the uses and purposes therein mentioned,
and on oath stated that they were authorized to execute said
instrument and that the seal affixed is the corporate seal
of said corporation.



IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal the day and year first above written.

John B. Tallman
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this 21st day of February, 1961,
before me personally appeared C. CAREY DONWORTH and MARALYN
SULLIVAN, to me known to be the Chairman of the Council and
Clerk of the Council, respectively, of the Municipality of
Metropolitan Seattle, a municipal corporation, and acknowledged
the within and foregoing instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes
therein mentioned, and on oath stated that they were authorized
to execute said instrument and that the seal affixed is the
corporate seal of said corporation.



IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal the day and year first above written.

Allen Zulecher
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

Filed for Record Nov. 16 1966 3:27 PM
Request of Metro

ORDINANCE 92264

AN ORDINANCE relating to the municipal sewerage utility and authorizing an agreement with the Municipality of Metropolitan Seattle and the Board of Regents of the University of Washington for the connection of sanitary sewerage lines from Sand Point Homes to existing major sewer line facilities of the City at Sand Point Way Northeast and for the separation of existing storm drains.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Mayor and City Comptroller are authorized to execute an agreement substantially in the form contained in C. F. 248723 with the Municipality of Metropolitan Seattle and the Board of Regents of the University of Washington for the separation of the sanitary and storm drain sewer systems in Correction Plat of Sand Point Homes (Volume 39 of Plats, page 4); construction by The City of Seattle of a sanitary sewage pumping system station and appurtenances; purchase, reimbursable by the Municipality of Metropolitan Seattle of an existing sewage treatment plant by The City of Seattle; continuation of an existing storm drain system; and fixing responsibility for the maintenance of both such systems, all as recommended by the City Engineer in said Comptroller's File.

Section 2. Any action taken pursuant to and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 12 day of August, 1963
and signed by me in open session in authentication of its passage this 12 day of
August, 1963 Mr. Harlan H. Edwards

President Pro Tem of the City Council.

Approved by me this 12 day of August, 1963.

Filed by me this 12 day of August, 1963.
Samuel Alexander
Acting Mayor.

Attest: H. E. Landerson
City Comptroller and City Clerk.

(SEAL)

Published.....

By W. A. Perkins
Deputy Clerk.

CSD 9-1-6